Extended Warranty Plan

for BioFire Diagnostics, LLC Instruments and Products

BEFORE RETURNING YOUR INSTRUMENT, PLEASE READ ALL INSTRUCTIONS CONTAINED HEREIN, PARTICULARLY PARAGRAPHS 7, 9 AND 11. ALL RETURNS MUST COMPLY WITH U.S. IMPORT AND EXPORT LAWS AND REGULATIONS.

THIS EXTENDED WARRANTY PLAN (this "Warranty Plan") is a binding legal contract between BioFire Diagnostics, LLC, a Delaware limited liability company ("BFDX") located at 390 Wakara Way, Salt Lake City, Utah 84108, and the customer identified on the attached Certificate of Coverage (referred to hereafter as "Customer" or "You"). **BY PURCHASING THIS EXTENDED WARRANTY PLAN, CUSTOMER AGREES TO ALL TERMS, CONDITIONS AND OBLIGATIONS CONTAINED HEREIN.**

1. WHAT IS COVERED BY THIS WARRANTY PLAN?

This Warranty Plan covers only:

(a) The "Instrument(s)" specifically identified by instrument serial number in the BFDX-provided Certificate of Coverage. "Instrument(s)" means only scientific instruments or devices which are (i) manufactured by BFDX, (ii) BFDX-branded (BFDX has affixed its name or trademark(s) thereon), and (iii) covered by a user manual created by BFDX, but specifically excludes Software and Third Party Items; and

(b) The "Software" licensed by BFDX to Customer specifically for use and operation of the Instrument covered by this Warranty Plan. "Software" means computer applications software which is (i) owned or licensed by BFDX, (ii) BFDX-branded, and (iii) covered by a user manual created by BFDX, but specifically excludes Third Party Items.

This Warranty Plan does not provide coverage for "Third Party Items," which means (i) instruments or devices manufactured by any party other than BFDX, such as but not limited to centrifuges, computers, monitors, printers or other peripheral accessories or devices, even where such instruments or devices are delivered with the system of which the Instrument is the primary component, and (ii) computer software developed, owned or licensed by any party other than BFDX, such as but not limited to computer operating system or applications software (other than Software) installed or loaded on any such computers sold or distributed in connection with the Instrument. To the extent assignable or transferable, BFDX assigns all manufacturer warranties of Third Party Items to its customers.

2. WHAT BENEFITS DOES THIS WARRANTY PLAN PROVIDE?

Subject to the terms and conditions below, this Warranty Plan provides the following benefits to Customer:

(a) Extended Limited Warranty: BFDX's standard Limited Warranty applicable to the Instrument and its Software will be extended for the Coverage Period of this Warranty Plan (see Paragraph 5 below);

(b) Instrument Repairs: BFDX will furnish labor, parts and/or replacement equipment necessary to repair operational or mechanical breakdowns of the Instrument(s); provided, however, that such service is necessitated by Instrument failure during normal usage and the Instrument remains as originally configured and charged for in this Warranty Plan;

(c) Software Upgrades: BFDX will provide new versions, releases or upgrades of the Software, but only if and to the extent made generally available by BFDX to its customers using comparable BFDX-manufactured instruments during the Coverage Period of this Warranty Plan; provided, however, that BFDX may require that Customer install and use any such Software upgrades as a condition precedent to its continued services under this Warranty Plan;

(d) Optional Instrument Recalibration and Quality Inspection: No more than one (1) time during each yearly Coverage Period, Customer may return the Instrument as per the instructions set forth in Paragraphs 7, 9, and 11 for recalibration, recommended maintenance and performance inspection and adjustment to original equipment specifications;

(e) Telephone Support: BFDX will provide limited customer telephone technical support as specified below.

3. HOW DOES THIS WARRANTY PLAN RELATE TO BFDX'S STANDARD LIMITED WARRANTY?

This Warranty Plan does not alter, modify or replace BFDX's standard Limited Warranty. Rather, this Warranty Plan extends additional benefits to Customer for an additional period thereafter. Please see Paragraphs 5 and 6 regarding Coverage Periods. This Warranty Plan is not insurance or a substitute for insurance.

4. WHO IS COVERED BY THIS WARRANTY PLAN?

The original end-user customer ("Customer" or "You") is the person with rights under this Extended Warranty. The Customer's rights and obligations under this Warranty Plan will bind and inure to the benefit of Customer's respective successors, heirs, executors and administrators and permitted assigns.

5. HOW LONG IS THE WARRANTY PLAN PERIOD?

The Extended Warranty Coverage Period commences on the date of expiration of the Limited Warranty, and continues in effect for one year from such date, as provided in the Certificate of Coverage. If Customer purchases an Extended Warranty after expiration of the Limited Warranty, then the Extended Warranty Coverage Period begins once the Instrument has been checked and recalibrated by BFDX and shipped back to Customer as per Paragraph 17.

6. CAN THE COVERAGE PERIOD BE EXTENDED?

The Coverage Period can be extended for

additional one (1) year Coverage Periods by delivering written notice of renewal to BFDX's Customer Support Department, together with the then-current renewal premium quoted by BFDX's Customer Support Department, provided that the notice and renewal premium must be received by BFDX prior to the expiration of the then-current Coverage Period. This Warranty Plan does not provide coverage for any Instrument or Software after the date which is five (5) years after the Instrument is placed in service by original delivery to Customer, notwithstanding anything to the contrary in the foregoing and notwithstanding any quotation or acceptance by BFDX of any renewal premium for periods extending beyond such five (5) year period (any such unearned premium shall be promptly refunded to Customer upon request).

7. HOW DO I OBTAIN SERVICE?

To obtain service, You must first follow the problem determination and resolution procedures provided with the Instrument, in its user manual or on the BFDX website at www.idahotech.com. If You are unable to resolve a problem in that manner, please contact BFDX's Customer Support Department (United States) at: **(800) 735-6544, (801) 736-6354 or via email at: support@biofiredx.com**. You will be asked to provide information and assistance over the telephone, electronically or by remote access to help the technician identify a solution to Your problem. You may be asked to present the serial number for the covered Instrument and other information to determine coverage under this Warranty Plan. Customers outside the U.S. may be required to seek further information from their authorized distributor.

8. HOW WILL BFDX PROVIDE REPAIR SERVICES?

If Your problem cannot be resolved over the telephone, electronically or by remote access, BFDX will determine (in its sole discretion) the most practicable resolution, which may include one or more of the following: (i) shipment of new or reconditioned replacement parts to Customer (together with appropriate instructions for Customer to install the parts) on an exchange basis, (ii) shipment of a new or reconditioned replacement Instrument that is at least functionally equivalent to the original Instrument on an exchange basis, (iii) shipment of a new, in-service or reconditioned Instrument that is at least functionally equivalent to the original Instrument on a temporary "loan" basis, (iv) assistance of BFDX's authorized distributors or service technicians, or (v) issuance of a return material authorization (RMA) for Customer to return the Instrument (or defective component thereof) for repair or replacement by BFDX. BFDX reserves the right to inspect the Instrument (or defective component thereof) and may use reconditioned or replacement items or parts that are at least functionally equivalent to original manufacturer specifications. Upon receipt by Customer of the replacement part or replacement Instrument, the original part or Instrument becomes BFDX property and shall be returned by Customer to BFDX. Customer shall pay to BFDX the retail value of the replacement part or Instrument if BFDX does not receive the original part within twenty (20) days after Customer's receipt of the replacement part or replacement Instrument.

9. WHAT ACTIONS ARE NECESSARY PRIOR TO RETURNING ANY INSTRUMENT (OR PART THEREOF) FOR SERVICE?

Before returning any Instrument (or part thereof) to BFDX, Customer must first contact BFDX's Customer Support Department for a Return Material Authorization (RMA) number and shipping instructions. **Failure to follow shipping instructions may result in delay of return shipment of Instrument.** Customer must follow the instructions specified by BFDX including, without limitation, instrument decontamination and data backup procedures and other procedures specified by BFDX in connection with the RMA Before returning any Instrument (or part thereof) for service, Customer must decontaminate the Instrument of all biological, chemical or organic materials, agents or toxins. Customer is solely responsible for shipment of the Instrument to BFDX free of any biological, chemical or organic materials, agents or toxins and otherwise in accordance with all applicable laws, rules and regulations, and BFDX reserves the right to refuse delivery or return the Instrument without service if Customer does not strictly comply with this requirement. Further, Customer is solely responsible for backing up any data (on a storage media external to the Instrument which will enable Customer to reconstruct or recover lost or altered data if necessary) and removing any confidential, proprietary or personal information. BFDX disclaims responsibility for any lost, damaged or destroyed software program, data or other information stored or residing on any data storage or other media or any part of the Instrument covered by this Warranty Plan including, without limitation, deletion or alteration of the contents of the hard drive or data storage media which may occur during service of the Instrument. BFDX is not responsible for (i) damage to or loss of any programs, data, or removable storage media, or (ii) the restoration or reinstallation of any programs or data other than software installed by BFDX when the Instrument was originally manufactured.

10. WHO PAYS FOR SHIPPING AND INSURANCE COSTS?

Regarding domestic (CONUS) Shipments: BFDX is responsible for all domestic (CONUS) costs of shipping, in-transit insurance and related costs of delivery of the BFDX instrument (or defective component thereof).

Regarding international (OCONUS) Shipments: Customer will be charged a one-time flat handling fee of $250.00 (Two Hundred Fifty United States Dollars) to offset shipment and return shipment costs, and BFDX will pay all other international (OCONUS) costs of shipping, in transit insurance, duty, taxes and related costs, except that Customer bears all risk of loss or damage during transit.

BFDX shall make all shipments in a commercially reasonable manner without obligation to incur any overnight, expedited or other special handling charges. However, when repair or replacement is covered under this Warranty Plan, if and to the extent BFDX is unable to repair or replace the BFDX instrument and deliver the BFDX instrument to a common carrier for return shipment to Customer within ten (10) business days after the later of (i) its receipt by BFDX or (ii) receipt by BFDX of all required RMA documents or information from Customer, BFDX will pay any incremental costs incurred for expedited delivery service to Customer. Except for such incremental shipping costs, BFDX shall not be liable for any delay in providing services under this Warranty Plan.

11. HOW DO I RETURN AN ITAR-CONTROLLED INSTRUMENT FROM OUTSIDE THE U.S. (OCONUS)?

If an ITAR-controlled Instrument is to be returned to BFDX from outside the U.S., You must first contact BFDX's Customer Support Department for a return material authorization. Customer must follow all shipping instructions provided by BFDX's Customer Support Department, including using BFDX's designated shipper (if any). Failure to follow all instructions can result in a U.S. export violation, potentially necessitating acquiring a further export license. Further, shipping non-compliance may result in a several-week delay of the Instrument's return shipment to Customer.

12. WHERE ARE REPAIR SERVICES PERFORMED?

This Warranty Plan only covers repairs at BFDX's principal place of business. This Warranty Plan does not include on-site service at Customer's premises. However, BFDX reserves the right, in its sole discretion, to effect repairs by or through its distributors or other authorized service technicians at Customer's premises or at BFDX's distributors or authorized agents service facilities. BFDX may subcontract the services under this Warranty Plan without notice to Customer.

13. WHAT SERVICE RESPONSE TIMES APPLY FOR COVERED SERVICES?

BFDX will repair or replace the Instrument and deliver the Instrument to a common carrier for return shipment to Customer, as promptly as possible, and in most cases within ten (10) working days after receipt of the malfunctioning Instrument by BFDX and all required RMA documentation. However, except for incremental shipping costs as provided above, BFDX shall not be liable for any delay in providing services under this Warranty Plan.

14. WHAT TELEPHONE TECHNICAL SUPPORT IS AVAILABLE?

As of the date of this Warranty Plan, telephone technical support in accordance with BFDX's normal practices is available only during BFDX's normal business hours (which may exclude some holidays and response times will vary) by calling BFDX's Customer Support Department. At BFDX's election, BFDX may offer after-hours technical support to Customer under this Warranty Plan. Although BFDX is without obligation to do so under this Warranty Plan, BFDX currently anticipates offering such after-hours technical support when a sufficient number of customers have entered into Warranty Plan Agreements applicable to comparable Instruments.

If BFDX elects, in its sole discretion, to offer after-hours technical support to its customers under Warranty Plans covering comparable Instruments, BFDX will extend such after-hours technical support to Customer under this Warranty Plan, free of charge to Customer but subject to the terms, conditions and limitations of this Warranty Plan.

15. WHAT IS NOT COVERED BY THIS WARRANTY PLAN?

This Warranty Plan does not cover, and expressly excludes, the following:

- repairs which are not necessitated by operational or mechanical breakdown during normal use;
- normal wear and tear not resulting in operational or mechanical breakdown;
- decontamination required as a result of use and operation;
- theft, loss, mysterious disappearance or misplacement;
- cosmetic damage or other damage that does not affect functionality;
- problems arising from or related to misuse, neglect, accident, viruses or reckless, abusive, willful or intentional conduct;
- problems arising from or related to external electrical power sources;
- improper maintenance, repair, or disassembly (including partial disassembly) by anyone other than BFDX or its authorized representatives or using parts, accessories or supplies not provided by BFDX;
- problems arising from or related to usage which is not in accordance with instructions in the user manual published by BFDX for the Instrument or Software;
- problems arising from or related to failure to perform preventive maintenance as and when recommended by BFDX in the user manual published by BFDX for the Instrument;
- problems arising from or related to installation or execution of Software on any computer other than the computer sold by BFDX with the Instrument or on any computer which contains or runs operating system or applications software other than software loaded or installed at the time of delivery of such computer by BFDX;
- problems arising from any modification of the Instruments or Software without the prior written consent of BFDX;
- the cost of new or additional equipment, devices, parts or accessories (other than the Instrument or its component parts, to the extent covered under this Warranty Plan) or third party software (other than the Software) required as a condition of implementing any Software upgrade, new version, workaround, etc.

16. WHAT FURTHER LIMITATIONS APPLY AND WHAT LIABILITIES OR DAMAGES ARE EXPRESSLY EXCLUDED?

BFDX warrants only that its services under the Warranty Plan will be performed in a professional and workmanlike manner, consistent with its standard of care generally prevailing in the state and county in which its principal place of business is located. BFDX disclaims all other warranties, express or implied, regarding the services, including the implied warranties of merchantability and fitness for a particular purpose. Some state laws do not allow the exclusion of implied warranties. Any implied warranties that may be imposed by law are limited in duration to the term of this Warranty Plan.

Notwithstanding anything herein to the contrary, BFDX's maximum liability under this Warranty Plan shall be limited to the total monies paid by Customer for the original purchase price of the Instrument. This limitation shall apply regardless of the form of legal action. In the event BFDX replaces the Instrument with a new or reconditioned Instrument that is at least functionally equivalent to original manufacture specifications or reimburses Customer for the original purchase price, minus the cost of prior repairs of the Instrument (calculated at BFDX's normal service labor and materials rates), BFDX shall have satisfied all of its obligations under this Warranty Plan. Repair or replacement of the Instrument, cure of the Software or refund of the Warranty Plan price, minus the cost of prior repairs, are Customer's exclusive remedies for breach of this Warranty Plan.

To the maximum extent permitted by law, BFDX shall not be liable to Customer for indirect, special, incidental, or consequential damages arising from the services provided under this Warranty Plan, delay in furnishing services, or failure to furnish services, including without limitation, loss of data or software, loss of use or lost profits, whether based in contract, tort or otherwise, even if BFDX has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to a particular Customer. This Warranty Plan gives the Customer specific legal rights, and the Customer may also have other rights which vary from state to state. Conditions listed on the Certificate of Coverage apply to You.

17. WHEN CAN THE WARRANTY PLAN BE PURCHASED?

This Warranty Plan can be purchased from BFDX or BFDX's authorized distributor at the time of Customer's original purchase or lease of the Instrument. Thereafter, Customer must apply for the Warranty Plan by contacting BFDX's authorized distributor or the BFDX Customer Support Department. At BFDX's sole option and discretion, BFDX may require that, as a precondition to any extension of Warranty Plan coverage to Customer after the time of Customer's original purchase or lease that: (a) the Instrument be shipped to BFDX and repaired and recalibrated to original manufacturer specifications; (b) Customer upgrade the Software to the most recent version or release that would have been provided to Customer if this Warranty Plan had been maintained in effect from and after the time of Customer's original purchase or lease of the Instrument; and/or (c) Customer install any applicable bug fixes to the Software. If BFDX requires Customer to comply with any of these Options, such requirement(s) shall be at Customer's sole cost and expense (at BFDX's then current standard repair and replacement or Software upgrade/bug fix fees) and payable prior to any extension of this Warranty Plan to Customer. However, if and to the extent BFDX agrees to extend Warranty Plan coverage to Customer in connection with such repair and recalibration, Customer shall receive a credit equal to BFDX's then-current recalibration fee (but not repair charges or Software upgrade fees) against the applicable renewal premium quoted by BFDX's Customer Support Department.

18. WHAT FEES OR CHARGES WILL BE INVOICED TO CUSTOMER?

International (OCONUS) Customers will be invoiced for the handling fee as per Paragraph 10 above. In addition, should BFDX repair or refurbish all or part of any Instrument at Customer's request, in circumstances where such repair or refurbishment is not covered by this Warranty Plan, Customer shall pay for such repair or refurbishment at BFDX's then current standard repair and replacement fees, plus applicable taxes, shipping and insurance costs. Payment shall be due and payable within thirty (30) days following Customer's receipt of the invoice.

All amounts shall be due and payable in lawful currency of the United States. Payments are deemed made when received by BFDX. Interest shall accrue on any unpaid balances at a rate of 1.5% per month (or the maximum legal interest rate allowed by applicable law, if less) from and after the due date.

19. WHAT OTHER PROVISIONS APPLY TO THIS WARRANTY PLAN?

(a) The obligations of BFDX under this Warranty Plan are backed by the full faith and credit of BFDX. BFDX is the Warranty Plan seller and provider. Customer may return this Warranty Plan for any reason for a full refund within 30 days of receipt, at which point coverage will end and BFDX will promptly reimburse Customer. BFDX will add a penalty of 10% per month to any such refund to not paid to Customer within 30 days of receipt Customer's cancellation of notice.

(b) Each of the provisions and agreements herein contained shall be binding upon and ensure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. BFDX may assign its rights and delegate its duties under this Warranty Plan by written notice to Customer.

(c) This Warranty Plan and the Certificate of Coverage referenced herein constitute the entire understanding of the parties hereto with respect to the subject matter hereof. No amendment, modification, rescission or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by BFDX's Legal Department.

(d) Every provision of this Warranty Plan is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Warranty Plan.

(e) BFDX and Customer agree that the validity, construction and performance of this Warranty Plan shall be governed by the laws of the State of Utah, USA (excluding any of its conflict of laws principles or jurisprudence which might refer to the substantive laws of any other jurisdiction). Venue for any dispute or proceeding arising from or related to this Warranty Plan shall be exclusively vested in any state or federal court located in Salt Lake County, State of Utah, USA, and each party irrevocably and unconditionally consents to the jurisdiction of such courts and irrevocably and unconditionally waives (i) any right to trial by jury and (ii) any claims, defenses or objections, whether substantive or procedural, based upon lack of personal jurisdiction, inconvenient venue or the like.

(f) Except to the extent expressly prohibited by applicable law, BFDX and Customer shall be prohibited, and hereby irrevocably and unconditionally waives any right to bring any claim, demand or cause of action arising from or related to this Warranty Plan more than one (1) year after the expiration of the Coverage Period of this Warranty Plan.

For more information regarding BFDX's Warranty Plan or to receive a quote for coverage on Your Instrument, please contact us at 1-800-735-6544. Be sure to have the serial number of Your Instrument when requesting a quote.